Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		enclosure on a time and materials cost basis to be charged to the requesting party (i.e. **CLEC, its agent, the building owner or the Customer). If **CLEC accesses the Customer's Inside Wire as described in this Section 8.7.2, time and materials charges will be billed to the requesting party (i.e. **CLEC, its agent, the building owner or the Customer).
III-12	UNE Attachment 7.2.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve the efficiency of its network, Verizon will limit **CLEC to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement: 7.2.10.1 Revoke Dark Fiber leased to **CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to **CLEC; and 7.2.10.2 Revoke Dark Fiber leased to **CLEC upon a showing to the Commission that **CLEC underutilized fiber (less than OC-12) within any twelve (12) month period. 7.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a **CLEC order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than **CLEC, or impair a Verizon obligation to serve as a carrier of last resort.	UNE Attachment *7. Dark Fiber* *7.1 Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.* *7.2 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:* *7.2.1 Verizon shall be required to provide a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at **CLEC's collocation arrangement and (2) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if*

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		the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper. *7.2.2 **CLEC may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and **CLEC may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to **CLEC.* *7.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).* *7.2.4 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.* *7.2.5 At the Customer premise, unused fibers are not available to **CLEC pursuant to this Attachment unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to **CLEC.* *7.2.6 Dark Fiber will be offered to **CLEC in the condition that it is available in Verizon's network at the time that **CLEC submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for **CLEC's use.* *7.2.7 Spare wavelengths on fiber strands, where Wave*

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		*Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to **CLEC as Dark Fiber.*

*7.2.8 **CLEC shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.*

*7.2.9 **CLEC may not resell Dark Fiber purchased pursuant to this Attachment to third parties.*

7.2.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve the efficiency of its network, Verizon will limit **CLEC to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

7.2.10.1 Revoke Dark Fiber leased to **CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to **CLEC; and

7.2.10.2 Revoke Dark Fiber leased to **CLEC upon a showing to the Commission that **CLEC underutilized fiber (less than OC-12) within any twelve (12) month period.

7.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a **CLEC order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than **CLEC, or impair a Verizon obligation to serve as |

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		a carrier of last resort. *7.2.11 **CLEC may not reserve Dark Fiber.* *7.2.12 **CLEC shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of **CLEC; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber ; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting **CLEC's collocation arrangements with any proper optical cross connects or other equipment that **CLEC needs to access Dark Fiber before it submits an order for such access.* *7.3 Dark Fiber Interoffice Facilities (IOF).* *The Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a **CLEC central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between the CLEC's collocation arrangements within two Verizon Central Offices, or between the CLEC's collocation arrangement in a Verizon Central Office and a CLEC CO/POP. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.* *7.4 A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified , Verizon will respond within fifteen (15) business days from receipt of the CLEC's request, indicating whether Unbundled Dark*

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
		Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval. *7.5 **CLEC shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.* *7.6 Direct access to dark fiber loops, subloops, or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.*
IV-18	UNE Attachment 1.1 Verizon shall provide to ** CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled network elements ("UNEs") and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.	UNE Attachment *See Verizon contract language, Sections 1.1-1.7, in support of Issue III-6.* *10. Unbundled Interoffice Facilities* *Subject to the conditions of Section 1, where facilities are available, at **CLEC's request, Verizon shall provide **CLEC with interoffice transmission facilities ("IOF") unbundled from other Network Elements in accordance with, but only to the extent required by Applicable Law, at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that **CLEC also purchases unbundled Local Switching capability from Verizon in accordance with Section 9 of this Attachment.*
IV-19	UNE Attachment 8.1 Subject to the conditions set forth in Section 1 and at **CLEC's request, Verizon shall permit **CLEC to connect a **CLEC Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 8. Verizon shall provide **CLEC with access to NIDs in accordance with, but only to the extent required by,	*See Verizon contract language in support of Issue III-11.*

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	Applicable Law. **CLEC may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining **CLEC NID deployed by **CLEC or, if an entrance module is available in the Verizon NID, by connecting a **CLEC Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

8.2 In no case shall **CLEC access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

8.3 In no case shall **CLEC access, remove, disconnect or in any other way rearrange, a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.

8.4 In no case shall **CLEC remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

8.5 In no case shall **CLEC remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

8.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer).

When **CLEC is connecting a **CLEC-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, **CLEC does not need to submit a request to Verizon and Verizon shall not charge **CLEC for access to the Verizon NID. In such instances, | |

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	**CLEC shall comply with the provisions of Sections 8.2 through 8.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 6 of this Agreement. 8.7 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), **CLEC may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means: 8.7.1 Where an adequate length of Inside Wire is not present or environmental conditions do not permit, **CLEC may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID. 8.7.2 **CLEC may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. **CLEC, its agent, the building owner or the Customer). If **CLEC accesses the Customer's Inside Wire as described in this Section 8.7.2, time and materials charges will be billed to the requesting party (i.e. **CLEC, its agent, the building owner or the Customer).	
IV-23	UNE Attachment 11.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877)	UNE Attachment 11.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877)

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	databases, LIDB, and any other necessary databases.	databases, LIDB, and any other necessary databases. *With respect to the Calling Name Datbase ("CNAM"), Verizon shall permit **CLEC to transmit a query to Verizon's CNAM database for the purpose of obtaineing the name associated with a line number for delivery to **CLEC's local exchange customers. To the extent **CLEC provides local switching utilizing its own switch, **CLEC may request that Verizon provide CNAM database storage and validation services pursuant to tariff arrangements or a separate agreement.*
	911 Attachment	
	1 911/E-911 Arrangements	
	1.1 **CLEC may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which **CLEC provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide **CLEC with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, **CLEC and Verizon will negotiate arrangements to connect **CLEC to the 911 service in accordance with applicable state law.	*11.2 **CLEC shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve **CLEC's Customers, at non-discriminatory rates, terms and conditions as provided in the Pricing Attachment, provided further that if the **CLEC information Verizon requires to provide such call-related functionality is resident in a database, **CLEC will provide Verizon with the access and authorization to query **CLEC's information in the databases within which it is stored.*
	1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the **CLEC-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.	*11.3 Alternatively, either Party ("Purchasing Party")may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. . If a third party signaling provider is selected by **CLEC to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of **CLEC.*
	1.3 Within thirty (30) days of its receipt of a complete and accurate request from **CLEC, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide **CLEC, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:	
	1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where **CLEC is providing, or represents to Verizon that it intends to provide within sixty (60) days of CLEC(s) request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis. [The following sentence will be added for PA: A letter is required from the	*11.4 Regardless of the manner in which **CLEC obtains CCS Interconnection, **CLEC shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.*
		11.5 The Parties will provide CCS Signaling to each other,

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	PSAP director before the release of the MSAG by Verizon to **CLEC]; 1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which **CLEC plans to offer Telephone Exchange Service; 1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable. 1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable. 1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and; 1.3.6 prompt return of any **CLEC 911/E-911 data entry files containing errors, so that **CLEC may ensure the accuracy of the Customer records. 2. Electronic Interface **CLEC shall use, where available, the appropriate Verizon electronic interface, through which **CLEC shall input and provide a daily update of 911/E-911 database information related to appropriate **CLEC Customers. In those areas where an electronic interface is not available, **CLEC shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards ("NENA"). **CLEC may also	*where and as available, in conjunction with all Local Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored as required under applicable law.* *11.6 The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes.* *11.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called party to the other Party.* *11.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of **CLEC signaling systems to the public Internet Protocol network may expose **CLEC and Verizon signaling systems and information to interference by third parties. *CLEC shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. **CLEC shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.*

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	use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of **CLEC Customer information.

3. 911 Interconnection

Verizon and **CLEC will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of **CLEC systems to the 911/E-911 platforms and/or systems.

4. 911 Facilities

**CLEC shall be responsible for providing facilities from the **CLEC End Office to the 911 Tandem or selective router. **CLEC shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by **CLEC. Therefore, for those ported telephone numbers using INP, **CLEC will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, **CLEC will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. **CLEC will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 **CLEC is required to enter data into the 911/E-911 | *11.9   Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.*

11.10   The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

11.10.1   Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and

11.10.2   Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).

*11.11   Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge **CLEC in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. **CLEC shall charge Verizon rates equal to the rates Verizon charges **CLEC, unless **CLEC's Tariffs for CCS signaling provide for lower generally available rates, in which case **CLEC shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.* |

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	database under the NENA Standards for LNP. This includes, but is not limited to, using **CLEC's NENA COID to lock and unlock records and the posting of **CLEC's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards. 6. PSAP Coordination Verizon and **CLEC will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements. 7. 911 Compensation **CLEC will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in this attachment. 8. 911 Rules and Regulations **CLEC and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in [STATE].	
IV-24	Additional Services Attachment 3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (0S), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access. 3.2 **CLEC shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the	Intentionally left blank.

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
	designated DA and OS switch locations.	
IV-25	UNE Attachment 11.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases. Verizon also proposes to add the following language: Calling Name Database (CNAM) Verizon shall permit **CLEC to transmit a query to Verizon's CNAM database for the purpose of obtaining the name associated with a line number for delivery to **CLEC's local exchange customers. To the extent **CLEC provides local switching utilizing its own switch, **CLEC may request that Verizon provide CNAM database storage and validation services pursuant to Tariff arrangements or a separate agreement.	*See Verizon contract language in support of Issue IV-23*
VI-3(B)	Verizon VA opposes inclusion of Section 3 of Attachment III to WorldCom's interconnection agreement.	*See Verizon proposed contract language, Sections 1.1-1.7, in support of Issue III-6.*

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Comparison of Verizon's ROW JDPL Language in the September JDPL and November JDPL. New/modified language is shown in italics.

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
III-13(h)	9 Poles, Ducts, Conduits and Rights-of-Way To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. See Exhibit D—Verizon's Standard Licensing Agreement	9 Poles, Ducts, Conduits and Rights-of-Way To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties. See Exhibit D—Verizon's Standard Licensing Agreement, *§ 8.3 & 8.5 as amended here:* *§ 8.3 In the event VZ determines that a Pole, Conduit or Right of Way which Licensee desires to utilize is inadequate or otherwise needs rearrangement, modification or expansion of the existing facilities, structures or property to accommodate Licensee's Facilities, VZ will advise Licensee in writing of the estimated Make-Ready work including charges that would apply to any rearrangements, modification or expansions that VZ proposes to undertake (Appendix II, Form B-4). If no Make-Ready Work is needed to accommodate Licensee's Facilities, upon receipt of a license from VZ, Licensee may proceed with placement of its Facilities. VZ shall complete the steps described in paragraphs 8.1 through 8.3 within forty-five (45) days, excluding the time taken by Licensee to respond to VZ's proposals.* *§ 8.5 VZ shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers*

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		or occupiers, but VZ shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by VZ in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for Licensee will be scheduled and performed in the same manner as VZ's Make-Ready Work is scheduled and performed. Licensee shall pay VZ for all Make-Ready Work performed by VZ in accordance with the provisions of this Agreement. If Licensee presents VZ with a contractor who meets VZ's requirements the contractor will be directed to VZ Contract Services for consideration.

Exhibit C – Verizon's DPL Language for Business Processes

Comparison of Verizon's Business Processes JDPL Language in the September JDPL and November JDPL. New/modified language is shown in italics.

Issue Number	Verizon's September JDPL Language	Verizon's November JDPL Language
IV-56	Verizon VA and WorldCom agree to the following re-write of the first sentence of WorldCom's proposed § 2.1.4.1: "Neither Party shall (a) refuse to migrate a customer to service from the other Party (including porting a Customer's telephone number(s)), or (b) disconnect a Customer from service from the other Party (upon such migration), on the basis of such Customer owing amounts to the Party migrating the service to the other Party." Verizon VA opposes inclusion of the remaining portions of WorldCom's proposed Attachment VIII, Section 2.1.	*Consistent with mediated negotiations with WorldCom, Verizon VA provides the following re-write of the first sentence of WorldCom's proposed § 2.1.4.1: "Neither Party shall refuse to migrate one of its Customers to receive service from the other Party (including disconnecting its Customer from service and porting its Customer's telephone number(s)) on the basis of its Customer owing it unpaid amounts."* Verizon VA opposes inclusion of the remaining portions of WorldCom's proposed Attachment VIII, Section 2.1.

Comparison of Verizon's Network Architecture JDPL Language in the September JDPL and November JDPL. New/modified language is shown in italics.

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I-1	2. Points of Interconnection (POI) and Trunk Types 2.1 Points of Interconnection ("POI"). 2.1.1 As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from it's POI to the terminating Party's relevant IP. 2.1.2 MCIm may specify any of the following methods for interconnection with Verizon: 2.1.2.1 a Collocation node MCIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or 2.1.2.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom MCIm has contracted for such purposes; and/or 2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the MCIm POI to the Verizon-IP. 2.1.3 Verizon may specify any of the following methods for interconnection with MCIm: 2.1.3.1 interconnection at a Collocation node that MCIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or 2.1.3.2 interconnection at a Collocation node that has been	2. Points of Interconnection (POI) and Trunk Types 2.1 <u>Points of Interconnection ("POI").</u> 2.1.1 As and to the extent required by Section 251 of the Act, the Parties shall provide interconnection of their networks at any technically feasible point as specified in this Agreement. To the extent the originating Party's POI is not located at the terminating Party's relevant Interconnection Point ("IP"), the originating Party is responsible for transporting its traffic from it's POI to the terminating Party's relevant IP. 2.1.2 MCIm may specify any of the following methods for interconnection with Verizon: 2.1.2.1 a Collocation node MCIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or 2.1.2.2 a Collocation node that has been established separately at the Verizon-IP by a third party with whom MCIm has contracted for such purposes; and/or 2.1.2.3 an Entrance Facility and transport leased from Verizon (and any necessary multiplexing) pursuant to the applicable Verizon access Tariff, from the MCIm POI to the Verizon-IP. 2.1.3 Verizon may specify any of the following methods for interconnection with MCIm: 2.1.3.1 interconnection at a Collocation node that MCIm has established at the Verizon-IP pursuant to the Collocation Attachment; and/or 2.1.3.2 interconnection at a Collocation node that has been established separately at the Verizon-IP by a third party and that is used by MCIm; and/or 2.1.3.3 a Collocation node or other operationally equivalent

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	established separately at the Verizon-IP by a third party and that is used by MCIm; and/or 2.1.3.3 a Collocation node or other operationally equivalent arrangement Verizon established at the MCIm-IP ; and/or 2.1.3.4 a Collocation node established separately at the MCIm-IP by a third party with whom Verizon has contracted for such purposes; and/or 2.1.3.5 an Entrance Facility leased from MCIm (and any necessary multiplexing), to the MCIm-IP. 7.1 Local Traffic Reciprocal Compensation Interconnection Points 7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which MCIm will provide transport and termination of Local Traffic to its Customers ("MCIm-IPs") shall be as follows: 7.1.1.1 For each LATA in which MCIm requests to interconnect with Verizon, except as otherwise agreed by the Parties, MCIm shall establish a MCIm IP in each Verizon Rate Center Area (or Exchange Area) where MCIm chooses to assign telephone numbers to its Customers. MCIm shall establish such MCIm-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section 2 of this Attachment. 7.1.1.2 At any time that MCIm establishes a Collocation site at a Verizon End Office Wire Center in a LATA in which MCIm is interconnected or requesting interconnection with Verizon, either Party may request in writing that such MCIm Collocation site be established as the MCIm-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such MCIm-IP. If the Parties have not reached agreement on such	arrangement Verizon established at the MCIm-IP ; and/or 2.1.3.4 a Collocation node established separately at the MCIm-IP by a third party with whom Verizon has contracted for such purposes; and/or 2.1.3.5 an Entrance Facility leased from MCIm (and any necessary multiplexing), to the MCIm-IP. *2.1.3.5.1 MCIm shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon POI to an MCIm-IP in any given LATA.* *2.5 When the Parties implement Two-Way Local Interconnection Trunks, the Parties will work cooperatively to calculate a Proportionate Percentage of Use or "PPU" factor, based on the total number of minutes of Traffic that each Party originates over the Two-Way Local Interconnection Trunks. MCIm will pay a percentage of Verizon's monthly recurring charges for the facility on which the Two-Way Local Interconnection Trunks ride equal to MCIm's percentage of use of the facility as shown by the PPU. The PPU shall not be applied to calculate the charges for any portion of a facility that is on MCIm's side of MCIm's-IP, which charges shall be solely the financial responsibility of MCIm. Non-recurring charges for the facility on which the Two-Way Interconnection Trunks ride shall be apportioned as follows: (a) for the portion of the Trunks on Verizon's side of the MCIm-IP, the non-recurring charges shall be divided equally between the Parties; and, (b) for the portion of the Trunks on MCIm's side of the MCIm-IP, MCIm shall be solely responsible for the non-recurring charges. Notwithstanding the foregoing provisions of this Section 2.5, if MCIm fails to provide IPs at Verizon's Tandem or End Office(s) in accordance with this Agreement, MCIm will be responsible for one hundred percent (100%) of all recurring and non-recurring charges associated with Two-Way Local Interconnection Trunk groups until MCIm establishes such IPs.*

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	arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) MCIm shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from MCIm or a third party), from the originating Verizon End Office to the receiving MCIm-IP. 7.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, MCIm may maintain existing IPs, except that Verizon may request in writing to transition such MCIm-IPs to the MCIm-IPs described in subsections 7.1.1.1 and 7.1.1.2, above. Upon such request, the Parties shall negotiate mutually satisfactory arrangements for the transition to IPs that conform to subsections 7.1.1.1 and 7.1.1.2, above. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) MCIm shall bill and Verizon shall pay only the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from MCIm or a third party), from Verizon's originating End Office to the MCIm IP. 7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Local Traffic to its Customers ("Verizon-IPs") shall be as follows: 7.1.2.1 For Local Traffic delivered by MCIm to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem Wire Center.	*establishes such IPs.* *7.1 Reciprocal Compensation Traffic Interconnection Points.* *7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which MCIm will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("MCIm-IPs") shall be as follows:* *7.1.1.1 [Intentionally left blank].* *7.1.1.2 In the case of MCIm as the receiving Party, Verizon may request, and MCIm will then establish, geographically-relevant IPs by establishing an MCIm-IP at a collocation site at each Verizon Tandem in a LATA (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon) for those (MCIm) NPA-NXX's serving equivalent Verizon Rate Centers which subtend the Verizon Tandem (or, in the case of a single Tandem LATA, at each Verizon End Office Host; or, in the case of a LATA with no Verizon Tandem, at such other Verizon Wire Center as determined by Verizon); provided, however, if Collocation is not available at a particular Verizon Tandem, End Office Host or such other Verizon Wire Center chosen by Verizon, the Parties will negotiate a mutually acceptable MCIm-IP in such case. MCIm shall identify its IPs in writing pursuant to Section 4.4. If MCIm fails to establish a geographically relevant IP as provided herein within a commercially reasonable timeframe, then MCIm shall bill and Verizon shall pay only the Local Call Termination End Office rate as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIm-IP (for traffic to the relevant NPA-NXX).* *7.1.1.3 At any time that MCIm establishes a Collocation site at a Verizon End Office, then either Party may request that such MCIm Collocation site be established as the MCIm-IP for traffic originated by Verizon Customers served by that*

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	Tandem Wire Center. 7.1.2.2 For Local Traffic delivered by MCIm to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office Wire Center. 7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such MCIm-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then MCIm shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the MCIm-IP, to the extent such physical Interconnection is technically feasible. 7.1.4 Each Party is responsible for delivering its Local Traffic that is to be terminated by the other Party to the other Party's relevant IP. FROM GLOSSARY 2.49 IP (Interconnection Point). The point at which a Party who receives Local Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Local Traffic. 2.71 POI (Point of Interconnection). The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.	*End Office.* *7.1.1.3.1 In the case of Verizon making such request to MCIm, MCIm's obligation to establish an IP at an MCIm Collocation site at a Verizon End Office shall be limited to no more than one (1) such MCIm Collocation site within a given local calling area or non optional extended local calling scope arrangement as such areas are defined in Verizon's effective Customer tariffs, or, if the Commission has defined local calling areas applicable to all LECs, then as so defined by the Commission. Such request shall be negotiated pursuant to the Joint Grooming Plan process, and approval shall not be unreasonably withheld or delayed. To the extent that the Parties have already implemented network Interconnection in a LATA at a point that is not geographically relevant (as that term is described above) or another MCIm-IP, then upon Verizon's request for a geographically relevant MCIm-IP at such End Office Collocation, the Parties shall negotiate a mutually-acceptable transition process and schedule to implement the requested geographically-relevant IPs. If MCIm should fail to establish an IP at an End Office Collocation site pursuant to Verizon's request, or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to geographically-relevant MCIm-IPs or to an End Office Collocation site MCIm-IP within sixty (60) days following Verizon's request, MCIm shall bill and Verizon shall pay the applicable Local Call Termination End Office rate for the relevant NPA-NXX, as set forth in Exhibit A, less Verizon's monthly recurring rate for unbundled Dedicated Transport from Verizon's originating End Office to the MCIm-IP.* *7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:* *7.1.2.1 For Reciprocal Compensation Traffic delivered by MCIm to the Verizon Tandem subtended by the terminating*

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		End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch. *7.1.2.2 For Reciprocal Compensation Traffic delivered by MCIm to the Verizon terminating End Office Wire Center serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.* *7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NPA-NXXs served by those IPs. To the extent that any such MCIm-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office Host) or other Verizon End Office, then MCIm shall permit Verizon to establish physical Interconnection at the MCIm-IP, to the extent such physical Interconnection is technically feasible.* *7.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.* *7.5 Interconnection Points.* *7.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.* *7.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 7.1 above.* *7.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually*

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		agreed by the Parties. FROM GLOSSARY 2.49 IP (Interconnection Point). "IP" or "Interconnection Point" means the point at which a Party who receives Reciprocal Compensation Traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic. 2.71 POI (Point of Interconnection). The physical location where the originating Party's facilities physically interconnect with the terminating Party's facilities for the purpose of exchanging traffic.
III-2	See Issue III-1	*11.5 MCIm shall pay Verizon for Transit Service that MCIm originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.* *See also* Verizon VA's contract proposals in support of Issue III-1.
III-4	2.4.2 On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period. 2.4.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.	2.4.2 On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period. 2.4.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.

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	2.4.8 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. If the Parties agree that the forecasted growth for these trunk groups will exceed the applicable design blocking objective, MCIm will promptly issue an ASR to augment these trunk groups. Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) shall be augmented by MCIm promptly submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group that fails to achieve a utilization level of sixty percent (60%), unless the Parties agree otherwise, MCIm will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event MCIm fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill MCIm for the excess Local Interconnection facilities at the applicable rates provided for in the Pricing Attachment.

2.4.9 The standard on final Two-Way Local Interconnection Trunks is that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.4.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines | 2.4.8 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. If the Parties agree that the forecasted growth for these trunk groups will exceed the applicable design blocking objective, MCIm will promptly issue an ASR to augment these trunk groups. Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) shall be augmented by MCIm promptly submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group that fails to achieve a utilization level of sixty percent (60%), unless the Parties agree otherwise, MCIm will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event MCIm fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill MCIm for the excess Local Interconnection facilities at the applicable rates provided for in the Pricing Attachment.

2.4.9 The standard on final Two-Way Local Interconnection Trunks is that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.

2.4.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan. |

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	or plan. 5.2.7 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 13.1. 13.1 Joint Network Implementation and Grooming Process. Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia. 13.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 and B.05 as appropriate. 13.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects; 13.1.3 disaster recovery provision escalations; 13.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 8; and 13.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.	13.1 Joint Network Implementation and Grooming Process. Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia. 13.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement, trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 and B.005 as appropriate. 13.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects; 13.1.3 disaster recovery provision escalations; 13.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 8; and 13.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate. 13.3 Forecasting Requirements for Trunk Provisioning. Within ninety (90) days of executing this Agreement, MCIm shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. *All forecasts shall comply with the Verizon CLEC*

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	13.3 Forecasting Requirements for Trunk Provisioning. Within ninety (90) days of executing this Agreement, MCIm shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MCIm-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative). 13.3.1 Initial Forecasts/Trunking Requirements. Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MCIm decides to market its services, Verizon will be largely dependent on MCIm to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter provide the same number of trunks to terminate Local Traffic to MCIm as MCIm provides to terminate Local Traffic to Verizon. At Verizon's discretion, when MCIm expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks MCIm suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to MCIm is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MCIm's previous forecasts have proven to be reliable and accurate. 13.3.1.1 Monitoring and Adjusting Forecasts. Verizon will,	*Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Reciprocal Compensation Traffic/Measured Internet Traffic, Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MCIm-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative).* 13.3.1 Initial Forecasts/Trunking Requirements. Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MCIm decides to market its services, Verizon will be largely dependent on MCIm to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. *Verizon will, as an initial matter provide the same number of trunks to terminate Reciprocal Compensation Traffic to MCIm as MCIm provides to terminate Reciprocal Compensation Traffic to Verizon. At Verizon's discretion, when MCIm expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks MCIm suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to MCIm is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MCIm's previous forecasts have proven to be reliable and accurate.* 13.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MCIm's suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. 13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that MCIm suggests or requests Verizon to establish. *At the end of*

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	for ninety (90) days, monitor traffic on each trunk group that it establishes at MCIm's suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold MCIm financially responsible for the excess facilities. 13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that MCIm suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold MCIm financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, MCIm may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold MCIm financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected. (NOT YET NUMBERED - TO BE INSERTED) x. Each Party shall provide the other Party Data Interexchange Carrier (DIXC) traffic data for Local Interconnection Trunk groups terminating in the other Party's network. x.1 DIXC traffic data will be comprised of the following: x.1.1 Usage (total usage measured in centum call seconds). x.1.2 Peg Count (Peg count of originating call attempts	*such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. At any time during the relevant ninety (90) day period, MCIm may request that Verizon disconnect trunks to meet a revised forecast.*

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	including overflow). x.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk). x.1.4 Maintenance Usage (total maintenance usage measured in centum call seconds). x.1.5 Maintenance Busy Counts (total count of trunks made maintenance busy). x.2 DIXC traffic data shall be collected as follows: x.2.1 Hourly on the clock hour. x.2.2 24 hours per day (0000-2400). x.2.3 Seven days per week, Sunday through Saturday (including holidays). x.2.4 52 weeks per year. x.3 The Parties will provide DIXC traffic data in a mutually agreed upon format.	
IV-1	11. Tandem Transit Traffic 11.1 As used in this Section 11, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on MCIm's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CRMS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which MCIm delivers such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.	*7.3.6 [Traffic Not Subject To Reciprocal Compensation] Reciprocal Compensation shall not apply to Tandem Transit Traffic.* See also Verizon VA's proposed contract language in support of Issues III-1 and III-2.

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	11.2 Tandem Transit Traffic Service provides MCIm with the transport of Tandem Transit Traffic as provided below. 11.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Sections 3 through 6. MCIm shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented. 11.4 MCIm shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office. If MCIm does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to MCIm. 11.5 MCIm shall pay Verizon for Transit Service that MCIm originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC , CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. 11.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls. 11.7 If or when a third party carrier's Central Office subtends	

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	a MCIm Central Office, then MCIm shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to MCIm as defined in this Section 11 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC , CMRS carrier, or other LEC, that subtends a MCIm Central Office ("Reciprocal Tandem Transit Service"). MCIm shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 11. 11.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.	
IV-8	2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks).	2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E911 Trunks; Information Services Trunks) or in other separate agreements between the Parties (e.g., Directory Assistance Trunks, Operator Services Trunks, BLV/BLVI Trunks). *(to be inserted in a separate Attachment to this Interconnection Agreement or in a separate agreement between the Parties, as appropriate)* *Operator Services Trunking Arrangements* *Where MCIm purchases Operator Services from Verizon, MCIm will establish separate trunk groups from MCIm's Switch to Verizon's operator switch ("Operator Services Trunk Groups").* *Where MCIm purchases Operator Services from Verizon, Verizon operators will verify MCIm End User loops that are provisioned or maintained by Verizon.* *Where MCIm does not purchase Operator services from Verizon, MCIm operators may request Verizon operators to provide line status verification of loops provisioned or*

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		maintained by Verizon, such requests will be transmitted via inward trunks established pursuant to Section __ [Line Status Verification and Verification With Call Interruption Section] below.
		Directory Assistance Trunking Arrangements
		Where MCIm purchases Directory Assistance service from Verizon, the MCIm will establish separate trunk groups from MCIm's Switch to Verizon's Directory Assistance platform (Directory Assistance Trunk Groups).
		Where MCIm purchases Verizon's Directory Assistance services or Operator Assistance services, and Verizon has automated call dialing or completion service available, Verizon shall provide such service to MCIm upon request. Verizon shall provide MCIm with the customer billing records necessary for MCIm to bill its customers for these calls.
		Line Status Verification And Verification With Call Interruption *Each Party shall offer Line Status Verification (LSV) and Verification and Call Interrupt (VCI) services to enable its subscribers to verify and/or interrupt calls on the lines of the other Party's subscribers. The receiving Party shall accept and respond to LSV and VCI requests from the operator bureau of the originating Party, provided that the originating Party has ordered the requisite underlying LSV/VCI service from the receiving Party.*
		The receiving Party operator shall only verify the status of the line or interrupt the line to inform the called Party that there is a call waiting. The receiving Party operator will not complete the telephone call of the subscriber initiating the

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		LSV/VCI request. The receiving Party operator will make only one LSV/VCI attempt per subscriber operator bureau telephone call, and the applicable charges will apply whether or not the called Party releases the line. *Each Party's operator bureau shall accept LSV and VCI inquiries from the operator bureau of the other Party in order to allow the provision of LSV/VCI between the Parties' networks.* *Each Party shall route LSV/VCI traffic inquiries over separate direct trunks (and not the local/intraLATA/interLATA trunks) established between the Parties' respective operator bureaus. Each Party shall offer interconnection for LSV/VCI traffic at its Operator Services tandem office or other mutually agreed point in the LATA. Separate LSV/VCI trunks will be directed to the Operator Services tandem office designated by the receiving Party. The originating Party shall outpulse the appropriate NPA, ATC Code, and Routing Code (operator code) to the receiving Party.* *When a LSV/VCI request for a ported number is directed to either Party's operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.*
IV-11	6. Trunking Measurement and Billing over Local Interconnection Trunks 6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety percent (90%) of calls carried over the Local Interconnection Trunks. 6.1.1 If the originating Party passes CPN on ninety percent	6. Traffic Measurement and Billing over Local Interconnection Trunks 6.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety percent (90%) of calls carried over the Local Interconnection Trunks. *6.1.1 As used in this Section 1, "Traffic Rate" means the*

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	(90%) or more of its calls, the receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant minute of traffic, as provided in the Pricing Attachment and applicable Tariffs, for which CPN is passed. For any remaining (up to 10%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Local Traffic call completion rate, intrastate Switched Exchange Access Service rates, intrastate/interstate Tandem Transit Traffic rates, or interstate Switched Exchange Access Service rates, applicable to each relevant minute of traffic, as provided in Pricing Attachment and applicable Tariffs, in direct proportion to the minutes of use of calls passed with CPN information. 6.1.2 If the originating Party passes CPN on less than ninety percent (90%) of its calls and the originating Party chooses to combine Local and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic except Internet Traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic. 6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN and/or other call detail information to classify traffic delivered over Local Interconnection Trunks by the other Party as either Local Traffic or Toll Traffic, such receiving Party shall bill the originating Party the Local Traffic call completion rate, intrastate Exchange Access rates, or interstate Exchange Access rates applicable to each relevant minute of Traffic for which CPN is passed, as provided in the Pricing Attachment and applicable Tariffs. If the receiving Party lacks the capability, on an automated basis, to use CPN information to classify on an automated basis traffic delivered by the other Party as either Local Traffic or Toll Traffic, the originating Party will supply a PIU and PLU factor. The PIU and PLU	*applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Order.* *6.1.2 If the originating Party passes CPN on ninety percent (90%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 10%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.* *6.1.3 If the originating Party passes CPN on less than ninety percent (90%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.* *6.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Local Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other*

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	factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to MCIm exceeds three times the amount of traffic that MCIm delivers to Verizon as Local Traffic ("3:1 ratio"), then the amount of traffic that Verizon delivers to MCIm in excess of such 3:1 ratio shall be presumed to be Internet Traffic and not subject to the Local Traffic call completion rate (Reciprocal Compensation).	*Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determinations as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Section 7.3.2.1 below.* *6.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.* *6.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.*

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